This instrument was prepared by: ROSA M. DE LA CAMARA, ESQ. BECKER & POLIAKOFF, P.A. 5201 Blue Lagoon Drive, Suite 100 Miami, Florida 33126 O1R313485 2001 JUN 18 11:09

CERTIFICATE OF AMENDMENT TO BY-LAWS OF

MIAMI LAKES LOCH LOMOND EAST HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the Declaration of Restrictions of MIAMI LAKES LOCH LOMOND EAST ("Declaration") was originally recorded in Official Records Book 7806 at Page 285 et.seq. of the Public Records of Miami-Dade County, Florida; and

WHEREAS, the By-Laws of MIAMI LAKES LOCH LOMOND EAST HOMEOWNERS' ASSOCIATION, INC. were prepared but not previously recorded; and

WHEREAS, MIAMI LAKES LOCH LOMOND EAST HOMEOWNERS' ASSOCIATION, INC. (the "Association") is the entity responsible for the operation of the MIAMI LAKES LOCH LOMOND EAST Community as described in the above-referenced Declaration; and

WHEREAS, at a duly called and convened meeting of the Board of Directors of the Association held on <u>Tankay G4h</u>, 2001, the amendments to the By-Laws as set out in Exhibit "A" attached hereto and incorporated herein were duly approved by a vote of the Board in excess of that required by the pertinent provisions of said By-Laws.

NOW, THEREFORE, the undersigned hereby certifies that the amendments to the By-Laws as set out in Exhibit "A" attached hereto and incorporated herein is a true copy of the amendment as approved by the requisite percentage of the Board of Directors, and that the attached By-Laws are those pertaining to this Association which are now being recorded in their entirety.

| that the attached By-Laws are those pertaining to this Associ | lation which are now bonig rosordad at a series |
|---|--|
| WITNESS my signature hereto this 3 / day | of May, 2001 at Miami Lakes, Florida. |
| WITHESO my signature and a second | TOTAL OCIVI OMOND FAST |
| | MIAMI LAKES LOCH LOMOND EAST HOMEOWNERS' ASSOCIATION, INC. |
| · ' | HOMEOWNERS ASSOCIATION, AND |
| A in D | BY: Melse Auc ,President (Seal) |
| Witness | PRINT: VIRGINIA TIKE |
| - Algebra | ATTEST: |
| Witness | day of May 2001 by VIRGINIA |
| Sworn to and subscribed before me this 3 | day of May ,2001 by Urain 19 |
| Diko | |
| NO | TARY PUBLIC-STATE OF PLORIDA |
| Personally Known OR | Mis super 18 de la |
| Produced Identification sign | |
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| Type of Identification My | - CONTRACT APAIR |
| | Notary Public - State of Florida |
| • | THE STATE OF THE S |

EXHIBIT "A"

AMENDMENT TO **BY-LAWS OF** MIAMI LAKES LOCH LOMOND EAST HOMEOWNERS ASSOCIATION, INC.

(Additions shown by underlining; deletions by lined-through words)

Amendment to Article VI, Section 1 of the By-Laws as follows: 1.

The regular annual meeting of the members shall be held on the "Section 1. second Thursday of the during the month of April in each year beginning in 1973 2000 at such time and place as shall be determined by the Board of Directors.

Amendment to add a new Article IX to the By-Laws as follows: 2.

"IX. Fines.

- (1) Each member and the member's tenants, guests, and invitees, and each association, are governed by, and must comply with, governing statutes, the governing documents of the community, and the rules of the association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the association or by any member against:
 - The association: (a)
 - A member:
 - Any director or officer of an association who willfully and (c) knowingly fails to comply with these provisions: and
 - Any tenants, guests, or invitees occupying a parcel or using the (d) common areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This section does not deprive any person of any other available right or remedy.

(2) An association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$100 per violation, against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity

for hearing, except that no such fine shall exceed \$1,000 in the aggregate unless otherwise provided in the governing documents.

A fine or suspension may not be imposed without notice of at least

14 days to the person sought to be fined or suspended and an
opportunity for a hearing before a committee of at least three
members appointed by the board who are not officers, directors, or
employees of the association, or the spouse, parent, child, brother,
or sister of an officer, director, or employee. If the committee, by
majority vote, does not approve a proposed fine or suspension, it
may not be imposed.

(b) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such

action is authorized by the governing documents.

(c) Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

- (3) An association may suspend the voting rights of a member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days."
- 3. Amendment to add a new Article X to the By-Laws to provide as follows:

"Article X. Late Fee

Assessments and installments on such assessments paid on or before ten (10) days after date when due shall not bear interest, but all sums not paid on or before ten (10) days after date when due shall bear interest at the rate provided in the Declaration from the date when due until paid. In addition to such interest, the Association may charge an administrative late fee in the amount of the greater of \$25.00, or 5% of each installment of the assessment or such other amount as may be determined by the Board of Directors from time to time, for each delinquent installment that the payment is late. This administrative late fee shall be secured by the Association's lien rights. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to the administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.



LOCH LOMOND EAST HOMEOWNER'S ASSOCIATION P. O. Box 4037 • Miami Lakes, Florida 33014

BY-LAWS OF

MIAMI LAKES LOCH LOMOND EAST HOMEOWNERS' ASSOCIATION, INC., a Corporation not for profit under the laws of the State of Florida.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the Miami Lakes Loch Lomond East Homeowners' Association, Inc., a non-profit corporation organized and existing under the Laws of the State of Florida.

Section 2. The "Properties" shall mean and refer to:

Lots 2 through 22, both inclusive, Block 2; Lots 1 through 97, both inclusive, Block 3; of MIAMI LAKES LOCH LOMOND EAST, according to the Plat thereof, recorded in Plat Book 93, Page 44, Dade County Public Records.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the Properties.

Section 4. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III. Section 1, of the Articles of Incorporation of the Association.

ARTICLE II LOCATION

Section 1. The principal office of the Association shall be located at the residence address or business address, in Dade County, Florida, of the then President of the Association.

ARTICLE III MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III. Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided by Article V of the Declaration of Covenants and Restrictions to which the Properties are subject, which is dated June 20, 1972, and was recorded July 18, 1972 in Official Records, Books 7806, Page 298, Public Records of Dade County, Florida.

ARTICLE IY BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. The election shall be decided by plurality vote.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of members, provided the majority of, the members of the Board elected be present. Any action taken at such meeting, shall be by a majority of the whole Board. If the majority of, the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meting of the Board to elect officers shall then be held within thirty days after the annual meeting of members, upon three days notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held any place or places within Dade County.

Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

- Section 5. No notice shall be required to be given of any regular meeting, of the Board of Directors.
- Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two members of The Board and may be held any place or paces within or without the State of Florida and at any time.
- Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two members of the Board to each member of the Board not less than three days by mail or one day by telephone or telegraph. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors.
- Section 8. At any meeting of the Board of Directors a quorum, shall consist of a simple majority of the entire Board or four directors, whichever is fewer.

ARTICLE V OFFICERS

- Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.
- Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one Vice President who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary

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shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors.

Section 3. The Trensurer shall have the care and custody of all the moneys and securities of the Association. He shall enter on the books of the Association, or reports by him for that purpose, full and accurate accounts of the moneys received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 4. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI MEETINGS OF MEMBERS

Section 1. The regular annual meting of the members shall be held on the second Thursday of the month of April in each year beginning in 1973 at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all the votes of the entire membership, or who have a right to vote one-fourth of the votes of the Class A membership.

Section 3. Notice may be given to the member either personally or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the records of the corporation. Each member shall register his address with the Secretary and notice of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least six days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided however that if any business of

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any meeting shall involve any action governed by to Articles of Incorporation or by the Declaration of Covenants and Restrictions, referred to in Article III. Section 2, hereof, applicable to the Properties, notice of such meeting shall be given it sent as therein provided.

Section 4. The presence at the meting of members entitled to cast ten votes shall constitute a quorum for any action governed by these By-Laws.

ARTICLE VII BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member, of the Association.

ARTICLE VIII AMENDMENTS

Section 1. The By-Laws may be amended, at a regular or special meeting: (1) of the members, by a vote of a majority of members present in person or by proxy, or (2) of the Board of Directors, provided that the notice to the directors of the meeting disclosed the information that the amendment of, the By-Laws was, to be considered; provided, however, as to amendments of these By-Laws by either method, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and, provided further that any maters stated herein to be or which are in fact governed by the Declaration of Covenants and Restrictions referred to herein may not be amended except as provided in such Declaration.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the articles shall control, and in the case of any conflict between the Declaration of Covenants and Restrictions referred to in Article III, Section 2 and these By-Laws, the Declaration of Covenants and Restrictions shall control.

| WE HEREBY CERTIFY, that the | e foregoing By-Laws of MIAMI LAKES LOCH LOMOND EAST |
|--|--|
| HOMEOWNERS' ASSOCIATION, INC | ., a corporation not for profit under the laws of the State of Florida |
| were duly adopted by the Board of Dire | ctors of said Association in a meeting held for such purpose on the |
| day of | , 1972. |
| | |
| | |
| | |
| | Guy O'Rear, President |

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DECLARATION OF COVENANTS AND RESTRICTIONS



FOR

Lots 2 through 22, both inclusive, Block 2; Lots 1 through 97, both inclusive, Block 3; MIAMI LAKES LOCH LOMOND EAST Plat Book 93, Page 44

THIS DECLARATION is made this Atthday of June, 1972, by THE GRAHAM COMPANY, a Florida corporation; WILLIAM A. GRAHAM and PATRICIA C. GRAHAM, his wife; D. ROBERT GRAHAM and ADELE K. GRAHAM, his wife, the owners, and by SENGRA DEVELOPMENT CORP., a Florida corporation, hereinafter called "Developer," who declare that the real property described in Article II, which will be conveyed to Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Miami Lakes Loch Lomond East Homeowners' Association, Inc., a Florida corporation not for profit, which is to be incorporated.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Access Area" shall mean and refer to the portion of each lot that is subject to the utility and common access easements (which are 22 feet wide) as shown on the Plat of Miami Lakes Loch Lomond East.
- (d) "Lot" shall mean and refer to any lot described in Article II hereof and any lot shown upon any resubdivision thereof.
- (e) "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.
- (f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

Frepared By:
ALBERT D. QUENTEL
OF THE LAW FIRM OF
GREENBERG, TRAURIG, HOFFMAN,
UPOFF & QUENTEL, P. A.
[E405 Northeast Airlines Building
Micm.], Florida 33131

ARTICLE II

Property Subject to This Declaration; Additions Thereto

Section 1. <u>Legal Description</u>. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Dade County, Florida, and is more particularly described as follows:

Lots 2 through 22, both inclusive, Block 2; Lots 1 through 97, both inclusive, Block 3; of MIAMI LAKES LOCH LOMOND EAST, according to the Plat thereof, recorded in Plat Book 93, Page 44, Dade County Public Records,

all of which real property shall hereinafter be referred to as "The Properties." Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations.

Section 2. Merger or Consolidation. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Properties.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. <u>Membership</u>. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member.

Section 2. <u>Voting Rights</u>. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class B membership. From and after the happening of this event, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1.

ARTICLE IV

Property Rights in the Access Areas

Section 1. Members' Easements. Each Member and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the Access Areas, for use in common with all other Members, their tenants, agents, and invitees.

Section 2. Easements Appurtenant. The easement provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary, the paving, drainage structures, street lighting fixtures and appurtenances, landscaping (if any) and any other structures (except utilities) situated on the Access Areas (or in the case of the street lighting fixtures and appurtenances, situated on the utility easements or elsewhere), all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of said street

lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article V, except that Developer shall pay for said street light electricity until such date as the last Lot is sold by Developer. The Developer shall notify the Association when the last Lot is sold, and such notification shall be conclusive as to the fact of such sale:

Section 4. Utility Easements. Use of the Access Areas for utilities, as well as use of the other utility easements as shown on the plat or created by the Declaration of Restrictions referred to in Article VI, Section 7, shall be in accordance with the applicable provisions of said Declaration.

Section 5. Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Access Areas.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Developer for each Lot owned by it within The Properties hereby covenants, and each Owner of any Lot by abceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment,

together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for (1) the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Lake and Access Areas situated upon The Properties, including, but not limited to, the repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and (2) the purposes provided in Section 3 below.

Section 3. Exterior Maintenance. The Association through action of its Board of Directors taken by not less than two-thirds favorable vote of such Board may provide exterior maintenance upon each Lot as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, drives and parking places and other exterior improvements. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall constitute an annual maintenance assessment or charge. The Board of Directors of the Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessment for each year, but said Board shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost of such exterior maintenance.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 2 and 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described

capital improvement that in the judgment of the Board benefits all Lots, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The annual assessments shall be payable in monthly installments due the first day of each month, or in annual or quarterannual installments if so determined by said Board.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Sections 2 and 3 hereof as the remaining number of months.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 6. <u>Duties of the Board of Directors</u>. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment (including any estimated assessment under Section 3) against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Amounts of Annual Assessments. The assessment for each Lot shall be equal to the assessment for each other Lot except in the case of assessments under Section 3 hereof and except that assessments for lake maintenance shall be only against lakefront lots. The Board of Directors of the Association shall, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for each year.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien, Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering any lot to any institutional lender now or hereafter placed upon the properties subject to assessment; provided, however, that any mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien for any assessments becoming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against a lot by reason of the provisions of this Section 9 shall be deemed to be an assessment divided equally among, payable by, and a lien against all lots, including the lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 10. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

ARTICLE VI

General Provisions

Section 1. <u>Duration</u>. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless

Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may be enforced by the Association, any Owner, or Developer or its successor.

Section 4. <u>Severability</u>. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants,
restrictions, easements, charges and liens of this agreement may
be amended, changed, added to, derogated, or deleted at any time
and from time to time upon the execution and recordation of an
instrument executed by Owners holding not less than two-thirds
vote of the membership, provided that so long as the Developer is
the owner of any lot affected by this Declaration the Developer's
consent must be obtained.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Dade County Public Records.

Section 7. <u>Cumulative Effect</u>. All the provisions of this Declaration of Covenants and Restrictions shall be deemed cumulative and in addition to provisions of the Declaration of

Restrictions for Miami Lakes Loch Lomond East, also executed by Developer.

EXECUTED as of the date first above written.

| Marie Marie Port | SENGRA DEVELOPMENT CORP. | |
|--|--------------------------------------|--------|
| - u(Corporate | By Wice President | |
| | Attest: Assistant Secretary | eithen |
| 14 4 8 3 Same | /. / | |
| Same I de grande | THE GRAHAM COMPANY | |
| Corporate | By President | |
| | Attest: Rahntlemht | |
| Signed in the presence of: | Assistant Secretary Mal hale (Seal) | |
| 0 4 | William A. Graham | |
| Man Manstery | Patricia C. Graham (Seal) | |
| As to Mr. & Mrs. William A. Graham and Mr. & Mrs. D. Robert Graham | D. Robert Graham (Seal) | |
| | Adele K. Graham (Seal) | |
| | AUGAC ALL VANAGEMENT | |

STATE OF FLORIDA)
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared ROBERT L. RAWLS and EDWIN E. FEATHERS, Vice President and Assistant Secretary, respectively, of SENGRA DEVELOPMENT CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami Lakes, in the County of Dade and State of Florida, this _____ day of _____, 1972.

Notary Public, State of Florida at Large My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE MY COMMISSION EARINES JAN. 10, 1973 BONDED THROUGH FRED W. DIESTLEHORST

-10-

STATE OF FLORIDA) COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared G. E. TOMS and ROBERT L. RAWLS, President and Assistant Secretary, respectively, of THE GRAHAM COMPANY, a Florida corpora-tion, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami Lakes, in the County of Dade and State of Florida, this 20 day of 1972.

> Notary Public, State of My commission expires:

> > NOMARY PUBLIC, STATE OF FLORIDA AT LENGE. MY COMMISSION SAVIESS JAN. 10, 1973 BONDED THROUGH FRED W. DIESTELHORS!

STATE OF FLORIDA) COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared WILLIAM A. GRAHAM and PATRICIA C. GRAHAM, his wife, and D. ROBERT GRAHAM and ADELE K. GRAHAM, his wife, to me known to be the persons who signed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Miami Lakes, the day of Jun County and State last aforesaid. this _20 1972.

> Notary Public, State of Fl My commission expires: Notary Public, State of Florida at Large Florida at

My commission expires July 1, 1972

Bonded by Transamerica Insuance Co.

LEATHERM**AN**

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DECLARATION OF RESTRICTIONS

MIAMI LAKES LOCH LOMOND EAST PLAT BOOK 93, PAGE 44

726 63551

TO THE PUBLIC:

Part A - Preamble

SENGRA DEVELOPMENT CORP., a Florida corporation, being the owner of the land situate, being and lying in Dade County, Florida, and described as follows:

All of MIAMI LAKES LOCH LOMOND EAST, according to the Plat thereof, recorded in Plat Book 93, Page 44, of the Public Records of Dade County, Florida,

does hereby by these presents make, declare and impose upon the said described land the following agreements, conditions, restrictions, limitations and easements which shall be and constitute covenants running with the land, and shall be binding upon the undersigned, its successors and assigns, as well as upon people claiming under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns, of said property or any part, parcel or portion thereof, subject to the provisions of Part D below, to-wit:

Part B - Residential Area Covenants

cept for residential purposes. As to the lots in Block 1 and Lot 1 of Block 2, no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. As to the lots in Block 3 and Lots 2 through 22, both inclusive, Block 2, no building shall be erected, altered, placed or permitted to remain on any lot other than one single-family town house dwelling not to exceed two stories in height. Temporary uses for model homes, parking lots, and/or sales offices shall be permitted until January 1, 1975, or until permanent cessation of such uses takes place, whichever is earlier.

Prepared By:
ALBERT D. QUENTED
OF THE LAW FIRM OF
GREENGERG, TRAURIG, HOFFMAN,
100FF & QUENTE, F. A.
14114 [1.11.41.11] / hilling
Micril, Florida 1313 [4]

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n lipopp a quenter, P. A., northeast airlines suilding, miami, plorida 33131

- 2. DETACHED HOUSE PROVISIONS: The following provisions of this paragraph 2, of Part B, shall apply to the lots in Block 1 and to Lot 1 of Block 2 only:
 - (1) DWELLING SIZE: The floor area of a residence shall not be less than 2,300 square feet. In computing square footage, the formula shall be as follows:

Basic living area: full value Garages and roofed patios: 50%

The Architectural Control Committee shall have the power to formulate additional values.

- (2) BUILDING LOCATION: (a) No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. (b) No building shall be located nearer than 7 1/2 feet to an interior side lot line, nearer than 15 feet to the rear lot line, or nearer than 25 feet to the golf course, whichever is most restrictive. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. (c) For the purposes of this covenant, eaves, steps, terraces, walls, fences, swimming pools and screened enclosures shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. It is the intention of the paragraph to maintain standards equivalent to those imposed by the Zoning Code of Metropolitan Dade County, except that the golf course setback may be more stringent. Therefore, where a variance as to building location has been granted by the authority to do so under said Zoning Code, said variance is hereby adopted as an amendment to this paragraph and any future variance as to building location shall constitute an amendment of this paragraph, except as to the golf course setback. (d) For the purpose of these covenants, corner lots shall be deemed to front on the street where the lot has the shortest dimension, or as otherwise designated by the Architectural Control Committee.
- (3) LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet; provided, however, that a dwelling may be constructed on any lot as shown on the plat described above. It is the intention of this paragraph to maintain standards equivalent to those imposed by the Zoning Code of Metropolitan Dade County. Therefore, where a variance as to lot area and width has been granted by the authority designated to do so under the Zoning Code, said variance is hereby adopted as an amendment to this paragraph and any future variance as to lot area and width shall constitute an amendment to this paragraph.
- (4) SIGHT DISTANCE AT INTERSECTIONS: No structure, hedge, shrub or planting which obstructs

sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines extended and a line connecting them at points 25 feet from the intersection of the extended street lines. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

- (5) FENCES: No fence, wall, or other enclosure shall be erected, placed, or altered within 25 feet of the front line, and in the case of a corner lot, within the building setback area for the side yard adjoining the street, on any lot. For the purposes of these covenants, corner lots shall be deemed to front on the street where the lot has the shortest dimension.
- (6) CLOTHES LINES: No clothes lines or drying yards shall be so located as to be visible from that portion of the front lot line of any lot. between the two side lines of the dwelling thereon as extended to the front lot line.
- (7) TILE ROOFS: All detached dwellings shall have cement tile roofs, except that flat roofs may be built with other materials approved by the Architectural Control Committee.
- 3. TOWN HOUSE PROVISIONS: The following provisions of this paragraph 3, of Part B, shall apply to the lots in Block 3 and to Lots 2 through 22, both inclusive, Block 2, only:
 - (1) BUILDING LOCATION: Buildings shall be located in conformance with Section 33-202.3 of the Code of Metropolitan Dade County, Florida. It is the intention of this paragraph to maintain standards equivalent to those imposed by the Zoning Code of Metropolitan Dade County. Therefore, where a variance as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance is hereby adopted as an amendment to this paragraph and any future variance as to building location or other item shall constitute an amendment to this paragraph.
 - (2) VISIBILITY AT STREET INTERSECTIONS: No obstruction to visibility at street intersections or access easement interesections shall be permitted.
 - (3) FENCES: No fence, wall or other enclosure shall be erected in the front yard or side yard setback areas, except any as originally installed by Sengra Development Corp., and except any approved by the Architectural Control Committee.
 - (4) EXTERIOR APPEARANCES AND LANDSCAPING: The paint, coating, stain, and other exterior finishing colors on all townhouses may be maintained as that

originally installed, without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevation, shall be maintained by the owner as originally installed by Sengra Development Corp., unless the prior approval for any substantial change is obtained from the Architectural Control Committee.

- (5) CLOTHES LINES: No clothes lines or drying yards shall be erected, used or permitted to remain anywhere within the subdivision.
- (6) ACCESS TO LOTS: Access by motor vehicle and by driveway from any lot to road rights of ways shall be permitted only through the common access easements as shown on the plat.
- (7) CHANGE IN BUILDINGS: No owner shall make or permit any structural modification or alteration in any building, except with the prior written consent of Sengra Development Corp., or its successor or assignee, and consent may be withheld if in the sole discretion of the party requested to give the same it appears that such structural modification or alteration would affect or in any manner endanger other townhouse units. No building shall be demolished or removed without the prior written consent of all owners of all other townhouses with which such building was connected at the time of its construction, and also the prior written consent of Sengra Development Corp., its successor or assignee. Sengra Development Corp. shall have the right but shall not be obligated to assign all of its rights and privileges under this subparagraph (7) to the homeowners' association established pursuant to the Declaration of Covenants and Restrictions providing for a compulsory homeowners' association which declaration is referred to in Part D, paragraph 6 hereof.
- of utilities, installation and maintenance of drainage facilities, and for common access, are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or prevent the installation and maintenance of utilities in the utility easements, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the drainage easements. The easement area of each lot and all improvements

in it shall be maintained continuously by the owner of the lot or by the compulsory homeowners' association referred to in Part D, paragraph 6 hereof, except for installations for which a public authority or utility company is responsible. Miami Lakes Utilities, Inc., Florida Power & Light Company, Southern Bell Telephone and Telegraph Company and Sengra Development Corp., and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, electric and telephone lines, cables and conduits under and through the utility easements as shown on the plat. Any damage caused to pavement, driveways, drainage structures, sidewalks or other structures in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, whether in street rights of ways or utility easements, shall be installed and maintained underground.

- 6. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- 8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one (1) square foot used to indicate the name of the resident, or one sign of not more than five (5) square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.
- 9. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the subdivision, nor shall

oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

- 10. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose or in excessive numbers.
- 11. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot; provided that a central sewage disposal system is being operated in accordance with the requirements of the Florida State Board of Health or any other governmental regulatory body having jurisdiction over said central system.
- 12. WATER SUPPLY: No individual water supply system shall be permitted on any lot, except for use in air conditioners and sprinkler system; provided that a central water supply system is being operated in accordance with the requirements of the governmental body having jurisdiction over said central system.
- structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee. Each building, wall or other structure or improvement of any nature shall be erected, placed, or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Committee seem sufficient. Any change in the exterior appearance of any

building, wall, other structure or improvement, any change in the finished ground elevation, and, in the case of any townhouse, any change in the appearance of the landscaping, shall be deemed. an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Committee is composed of D. Robert Graham, William R. Bird and Hawley T. Hudson, all of whose address is in care of Sengra Development Corp., 14420 N. W. 60th Avenue, Miami Lakes, Florida. A majority of the committee may take any action the committee is empowered to take, and may designate a representative to act for the committee. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

- 14. COMMERCIAL TRUCKS, TRAILERS AND BOATS: In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks or commercial vehicles, boats, house trailers, boat trailers, and trailers of every other description, shall be permitted to be parked or to be stored at any place on any lot in this subdivision, except in a garage or carport, or except during periods of approved construction on said lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.
- 15. GARBAGE AND TRASH DISPOSAL: No garbage, refuse or rubbish shall be deposited or kept on any lot except in a suitable container. Such container shall be placed in an underground receptable or shall be shielded by a garbage bin so that the container is not visible from any point on the front lot line of said lot; provided, however, that the requirements from time to time of Metropolitan Dade County for disposal or collection

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by the Dade County Waste Division shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. CARE AND APPEARANCE OF PREMISES: The structures and grounds on each building lot shall be maintained in a neat and attractive manner. Upon the owner's failure so to do, Sengra Development Corp., hereinafter called the Grantor, may, at its option, after giving the owner ten (10) days' written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from any lot. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Grantor may, at its option, after giving the owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The owner of such lot shall reimburse the Grantor for the cost of any work as above required, and to secure such reimbursement, the Grantor shall have lien upon such building lot enforceable as herein provided. Upon performing the work herein provided, the Grantor shall be entitled to file in the Public Records of Dade County, Florida, a notice of its claim of lien by virtue of this contract with the owner. Said notice shall state the cost of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as mortgages. The amount due and secured by said lien shall bear interest at ten percent (10%) per annum from the date of recording said notice of lien, and in any action

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to enforce payment Grantor shall be entitled to recover costs and attorneys' fees. The liens herein provided shall be subordinate to the lien of any mortgage encumbering any lot to any institutional lender; provided, however, that any such mortgagee when in possession and any purchaser at any foreclosure sale, and all persons claiming by, through or under such mortgagee or purchaser, shall hold title subject to the obligations and liens herein provided. The liens herein provided shall be subordinate also to the liens of the compulsory homeowners' association established pursuant to and obtaining liens by reason of Declaration of Covenants and Restrictions executed by Sengra Development Corp. covering various portions of the subdivision. Grantor shall have the right but shall not be obligated to assign all of the Grantor's rights and privileges under this paragraph 16 to the homeowners' association established pursuant to such additional Declaration of Covenants and Restrictions.

- 17. LAKE AND LAKE FRONT LOTS: As to all of the lots which are waterfront lots, and as to the lake known as Loch Lomond East as shown on said plat, the following restrictions shall be applicable:
 - (a) No boathouse, dock, wharf, or other structure of any kind shall be erected, placed, altered, or maintained on the shores of Loch Lomond East as shown on said plat, unless the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, location with respect to topograph and finish grade elevation, and as to desirability per se. It is the intention of this instrument to authorize the committee in its sole discretion to approve or disapprove any such boathouse, dock, wharf, or other structure on purely aesthetic grounds or any other grounds or for the reason that there should be no such boathouse, dock, wharf, or other structure on the waterfront. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.
 - (b) No powerboat or other mechanically powered water craft or device propelled by other than manpower or sail shall be used or operated on said Loch Lomond East, unless authorized by the Architectural Control Committee, which may prescribe rules and regulations governing such use or operation.

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(c) Shoreline contours of said Loch Lomond East and the lots above or below water and the seawalls may not be changed without the written approval of the Architectural Control Committee. No lot shall be increased in size by filling in the waters upon which it abuts.

Part C - Party Wall Covenants

- 1. GENERAL: Each wall built as part of the original construction of the single-family townhouse dwellings upon the said described land and placed on the dividing line between the lots. thereof shall constitute a party wall, and each owner shall own that portion of the wall which stands on his own lot, with a cross-easement of support on the other portion.
- 2. SHARING OF REPAIRING MAINTENANCE: The costs of reasonable repair and maintenance of a party wall shall be shared equally by the owners who make use of the wall.
- 3. DESTRUCTION BY FIRE OR OTHER CASUALTY: If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore the same, but no greater dimension of said party wall, or of any extension, or restoration, thereof, shall be placed upon the land of the other owner not extending, constructing, or restoring, said party wall than that exisitng prior to such fire or other casualty, without the written consent of the latter first obained; no part of any addition to the dimensions of said party wall, or of any extension thereof already built, that may be made by any of said owners, or by those claiming under them respectively, shall be placed upon the land of the other owner, without the written consent of the latter first obtained. If the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution for the others under any rule of law regarding liability for negligent or willful acts or omissions.
- 4. WEATHER PROOFING: Notwithstanding any other provision of this Part C, any owner who by his negligent or willful act

causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

- 5. RIGHT TO CONTRIBUTION RUNS WITH LAND: The right of any owner to contribution from any other owner under this Part C shall be appurtenant to the land and shall pass to such owners' successors in title. Upon conveyance or other transfer of title the liability of the prior owner shall cease.
- 6. ARBITRATION: In the event of any dispute arising concerning a party wall, or under the provisions of this Part C, each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and the decision of a majority of all the arbiters shall be final and conclusive of the question involved.

Part D - General Provisions

- 1. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of a majority of the lots in the described property, has been recorded, agreeing to change said covenants in whole or in part.
- 2. ENFORCEMENT: Enforcement shall be by proceedings in court against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The covenants may be enforced by Sengra Development Corp., or its successor, or by any owner of a lot in Miami Lakes Loch Lomond East, or by the compulsory homeowners' association hereinafter referred to.
- 3. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

- 4. ADDITIONAL RESTRICTIONS: The Architectural Control

 Committee may from time to time, in its sole discretion, modify,

 amend, derogate, or add to this Declaration of Restrictions.
- 5. WAIVER: The Architectural Control Committee may waive, upon application being made to it, any one or more the foregoing conditions, restrictions, limitations, or agreements, with respect to any designated lot or lots, upon finding such waiver would not be detrimental to the subdivision as a residential area of high standards, but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be a waiver of any such condition, restriction, limitation or agreement with respect to any other lot.
- 6. CUMULATIVE EFFECT: All the provisions of this Declaration of Restrictions shall be deemed cumulative and in addition to provisions of the Declaration of Covenants and Restrictions providing for a compulsory homeowners' association for a portion of the subdivision, which Declaration is executed by Sengra Development Corp.
- 7. APPLICABILITY TO "P" TRACTS: Until the termination of the dedication and reversion of the Tracts on said plat numbered P-48, and P-49 nothing (except as hereinafter noted) contained in this instrument shall apply to said Tracts, which have been dedicated to the perpetual use of the public for parks; provided, however, that the provisions of Part B, paragraph 5 hereof are and shall be applicable. Upon such reversion, said Tracts shall be subject to all of the terms and conditions of this instrument, subject to such amendments as may be made by Sengra Development Corp., at such time so that, in its sole discretion, such Tracts may be utilized as building sites.

IN WITNESS WHEREOF, Sengra Development Corp. has caused this instrument to be exeucted as of the 20th day of June, 1972.

CSeal)

By Vice President

Attest: Min & Justine
Assistant Secretary

STATE OF FLORIDA)

COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared ROBERT L. RAWLS and EDWIN E. FEATHERS, Vice President and Assistant Secretary, respectively, of SENGRA DEVELOPMENT CORP., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami Lakes, Dade County, Florida, this 23^M. day of June, 1972.

Notary Public, State of Florida at Large My commission expires:

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AMENDMENT TO DECLARATION OF RESTRICTIONS

FOR

/S/ MIAMI LAKES LOCH LOMOND EAST

This Amendment to the Declaration of Restrictions for the MIAMI LAKES LOCH LOMOND EAST is made this 3rd day of March , 1983, by the MIAMI LAKES LOCH LOMOND EAST ARCHITECTURAL CONTROL COMMITTEE (hereinafter referred to as the "Committee") and joined by THE SENGRA CORPORATION f/k/a SENGRA DEVELOPMENT CORP., a Florida corporation (hereinafter referred to as "Developer").

WHEREAS, Developer is the Developer and declarant under that certain Declaration of Restrictions dated June 20, 1972 and recorded Missing, in O.R. Book 7806, at Page 285, of the Public Records of Dade County, Florida (hereinafter referred to as the "Declaration") affecting land in Dade County, Florida described as:

All of Miami Lakes Loch Lomond East according to the Plat thereof as recorded in Plat Book 93 at Page 44 of the Public Records of Dade County, Florida; and

WHEREAS, the Committee is created pursuant to Part B, Section 13 of the Declaration and Part D, Section 4 of the Declaration provides in part that the Committee may amend the Declaration; and

WHEREAS, the Committee now desires to amend the Declaration as provided below, and Developer consents to and joins in said

NOW, THEREFORE, in consideration of the premises, and the powers granted to the Committee in the Declaration, the Committee hereby makes the following amendment to the Declaration:

- 1. Part D, Section 2 of the Declaration shall be amended to provide as follows:
 - enforcement: Enforcement shall be by proceedings in court against any person or persons or other entity violating, attempting to violate, or threatening to violate any covenant or restriction contained herein. The party or parties bringing such action may seek any type of legal and/or equitable relief available. The covenants may be enforced by The Sengra Corporation, or its successors or assigns, or by any owner of a lot in Miami Lakes Loch Lomond East Town House Section or by the compulsory homeowners' association hereinafter referred to. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter; nor shall such failure indicate an intention of Sengra or its successors or assigns to abandon such covenants or restrictions; nor shall such failure act to estop Sengra, its successors or

This Instrument Was Prepared By STEVEN A. LANDY OF THE LAW FIRM OF GREENBERG, TRAURIG, ASKEW, HOFFMAN LIPOFF, QUENTEL & WOLFF, P.A 1401 DRICKELL, AVENUE MIAMI, FLORIDA 33131

assigns, from enforcing any covenant or restriction contained herein. In the event legal action is taken to enforce these covenants, as herein provided, Sengra, its successors or assigns, or any other party if such party shall prevail, shall be entitled to recover all costs and expenses reasonably incurred in bringing such action, including but not limited to attorney's fees actually incurred, and costs and attorney's fees for appellate review if necessary.

- Part B, Section 14 of the Declaration shall be amended to provide as follows:
 - 14. COMMERCIAL TRUCKS, TRAILERS, CAMPERS AND BOATS: In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks or commercial vehicles, vans, boats, campers, recreational vehicles, motor homes, house trailers, boat trailers and trailers of every other description, whether operable or inoperable, shall be permitted to be parked or to be stored at any place on any lot within the Miami Lakes Loch Lomond East Section. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other commercial services.
- 3. Except as herein amended, all of the provisions and covenants of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the MIAMI LAKES LOCH LOMOND EAST ARCHITECTURAL CONTROL COMMITTEE has caused this instrument to be executed.

Marge Sambrook

Marge Sambrook

Marge Sambrook

Carol a. Beal

Marge Sambrook

Marge Sambrook

Carol a. Beal

Marge Sambrook

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Marge Sambrook

Carol a. Beal

Marge Sambrook

Marge Sambrook

Carol a. Beal

| STATE OF FLORIDA) OUNTY OF DADE) | |
|---|--|
| day of March , 1983, by Dick Dupree and as members of MIAMI LAKES LOCH LO | Carmel Creach |
| Committee. | Cleansy Webb 2 7 Notary Public, State of Florida |
| My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA &L LARGE MX COMMISSION EXPIRES NOV. 8, 1984 | STATE CV |
| IN WITNESS WHEREOF, the under this Amendment to the MIAMI LAKES Restrictions setting its hand of March , 1983. | and sear on this duj |
| Signed in the presence of: Mary: Aanlusub: | By: A CAMPAN SANTON Attest: Markey State Attention State |
| STATE OF FLORIDA) OUNTY OF DADE) | My marine |
| The foregoing instrument was day of March, 1983, by William Exec. V.P. & Sec. of THE SENGRAtion, on behalf of the corporation | acknowledged before me this 3rd lliam E. Graham & Edwin E. Feathers CORPORATION, a Florida corpora- n. |
| | Notary Public, State of Florida |
| My Commission Expires: | NO NO P |
| NOTARY PUBLIC STATE OF FLORIDA SI LANGS MX COMMISSION EXPIRES NOV. 8. 1986 | THIN STATE OF THE |

RECORDED IN OFFICIAL RECORDS ROCAL
OF DADE COUNTY, FLORIDAL,
RECORD VERLEICO

RECORD VERLEICO

RECORD P. RELINKER.

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

FOR WE 13982112973

MIAMI LAKES LOCH LOMOND EAST

This Amendment to the Declaration of Restrictions for MIAMI LAKES LOCH LOMOND EAST is made this //r day of February , 1989, by the MIAMI LAKES LOCH LOMOND EAST/ARCHITECTURAL CONTROL COMMITTEE (hereinafter referred to as the "Committee") and joined in by THE GRAHAM COMPANIES f/k/a The Sengra Corporation, a Florida Corporation (hereinafter referred to as "Developer").

WHEREAS, Developer is the Developer and declarant under that certain Declaration of Restrictions dated June 20, 1972, recorded July 18, 1972, under Clerk's file number 72R-160551, in Official Records Book 7806, at Page 285, as amended by that first Amendment to the Declaration of Restrictions dated March 3, 1983, recorded March 10, 1983, under Clerk's file number 83R 059965, in Official Records Book 11722, at Page 1643, all of the Public Records of Dade County, Florida, (hereinafter referred to as the "Declaration"), affecting land in Dade County, Florida, described as:

All of MIAMI LAKES LOCH LOMOND EAST, according to the Plat thereof, recorded in Plat Book 93, at Page 44, of the Public Records of Dade County, Florida; and

WHEREAS, the Committee is created pursuant to Part B, Section 13 of the Declaration, and Part D, Section 4 of the Declaration provides in part that the Committee may amend the Declaration; and

WHEREAS, the Committee now desires to amend the Declaration as provided below, and Developer consents to and joins in said amendment.

NOW, THEREFORE, in consideration of the Premises, and the powers granted to the Committee as aforesaid, in the Declaration, the Committee hereby makes the following amendment to the Declaration:

- 1. Part B, Sections 2(5) and 3(3) of the Declaration are hereby amended, each to read in its entirety as follows:
 - 3(3). FENCES: No fence, wall, or other enclosure shall be erected, placed, or altered within 25 feet of the front line of any lot, and in the case of a "corner lot", within the building setback area for the side yard adjoining the street of that corner lot, as required by the Dade County Building Code. For the purposes of these covenants, "corner lots" shall be deemed to front on the street where the lot has the shortest dimension. Furthermore, no fence, wall or other enclosure shall be erected toward the lake beyond the top of the lake slope as such slope is indicated on the plat. Fences shall at all times be a maximum height of six (6) feet above the natural grade provided by Developer. frame work for any permitted fence, wall or enclosure shall face the interior of the Lot or the interior of a double faced fence having an identical design on both sides, so that the exterior of such improvement shall have a finished appearance.
- 2. Part B, Section 3(4) of the Declaration is hereby amended to read in its entirety as follows:
 - 3(4). EXTERIOR APPEARANCE AND LANDSCAPING: The paint, coating, stain, and other exterior finishing colors including all awnings (which are to remain canvas and the same color and style as originally installed or if currently existing in some other approved form shall be returned to the same color and style as originally installed if replaced at any time in the future) on all townhouses may be maintained as that originally

THIS INSTRUMENT WAS PREPARED BY:
WALLACE L. LEWIS, JR.
ATTORNEY AT LAW
G043 MAIN STREET
MIAMI LAKES FL. 33014

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installed, without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee in writing shall be necessary before any such exterior finishing color or awning is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevation, shall be maintained by the owner as originally installed by Sengra Development Corp., unless the prior approval in writing for any change is obtained from the Architectural Control Committee. Such approval shall not be unreasonably withheld with regard to minor changes to the landscaping.

- 3. Part B, Section 7 of the Declaration is hereby amended to read in its entirety as follows:
 - 7. TEMPORARY STRUCTURES AND STORAGE SHEDS: No structure of a temporary character, or trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No storage shed of any kind or size shall be placed on any lot at any time, either temporarily or permanently, without written approval of the Committee, and any shed which is permitted hereunder must abut the house and be painted the color of the residence.
- 4. The following shall be added to, and become Part B, Section 18 of the Declaration:
 - 18. ANTENNAS, SOLAR HOT WATER SYSTEMS AND SATELLITE DISHES:
 Only television/F.M. stereo antennas of a standard size
 and height [not to exceed fifteen (15) feet above the
 ground] shall be allowed. The installation of any solar
 hot water systems must be first approved by Miami Lakes
 Architectural Control Committee and similarly, all plans
 for the installation of a satellite dish or other exterior
 antenna must be first approved by Miami Lakes
 Architectural Control Committee. Said plans must be drawn
 to scale and clearly show compliance with Architectural
 Control Committee guidelines, as from time to time adopted
 by said committee. No air conditioning equipment or
 equipment of any kind shall be installed on any roof
 without the prior approval of the Architectural Control
 Committee.
- 5. Part D, Section 2 of the Declaration is hereby amended to read in its entirety as follows:
 - ENFORCEMENT: Enforcement shall be by proceedings in court against any person or persons or other entity violating, attempting to violate, or threatening to violate any covenant or restriction contained herein. The party or parties bringing such action may seek any type of legal and/or equitable relief available. The covenants may be enforced by The Graham Companies, or its successors or assigns, or by any owner of a lot in Miami Lakes Loch Lomond East, or by the compulsory homeowners' association hereinafter referred to. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter; nor shall such failure indicate an intention of Graham or its successors or assigns to abandon such covenants or restrictions; nor shall such failure act to estop Graham, its successors or assigns, from enforcing any covenant or restriction contained herein. In the event legal action is taken to enforce these covenants, as herein provided, Graham, its successors or assigns, or any other party if such party shall prevail, shall be entitled to recover all costs and expenses reasonably incurred but not limited to attorneys' fees and legal assistants' fees actually incurred, and costs and attorneys' fees and legal assistants' fees for appellate review if necessary.
- 6. Except as herein amended, all of the provisions and covenants of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Committee has caused this instrument to be executed as of the day and year first above written.

| Signed, sealed and delivered in the presence of: | MIAMI LAKES LOCH LOMOND EAST ARCHITECTURAL CONTROL COMMITTEE |
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| - Vivianlybieta | By: and Delling. |
| Tillian Boyer | Carol G. Wyllie |
| Vivia listical | By: Carmel Creach |
| - Tulian Boyer | |
| - Vivian habit | By: Desculuity. |
| - Tulion Boyer | Les/ Wuertz // |
| STATE OF FLORIDA | |
| COUNTY OF DADE) | • |
| day of February, Creach, and Les Wuertz, as members EAST ARCHITECTURAL CONTROL COMMIT | PUBLIC, STATE OF FLORIDA |
| | MY COMINISSION EXP AUG. 30,1992 MY COMINISSION EXP AUG. 30,1992 BONDED THRU GENERAL INS. UND. |
| <u>јоји</u> | DER |
| The undersigned consents to recording of this Amendment to the Declaration of Restrictions, setting of February, 1989. | and joins in the making tand is no MIAMI LAKES LOCH LOMOND EAST and its hand and seal on this |
| Signed, sealed and delivered in the presence of: | THE GRAHAM COMPANIES, f/k/a The Sengra Corporation, a Florida corporation |
| Vivian broketa | By: 116 Had |
| Stelling Boyer | William E. Graham, President Attest: Edwin E. Feathers |
| () | Secretary |
| STATE OF FLORIDA) | |
|) SS: COUNTY OF DADE) | |
| day of <u>February</u> : EDWIN E. FEATHERS, President and | acknowledged before me this when the same and secretary, respectively of THE reporation, on behalf of said |
| NOTARY | PUBLIC, STATE OF FLORIDA |
| My Comm | ission Expires: NOTARY PURIC STATE OF FLORIDA MY COMMISSION EXP. AUG. 30,1992 DONDED THRU GENERAL ING. UND |

RECORDED IN OFFICIAL RECORDS BOWN
OF PADE COUNTY, FLORIDA.
PECOND VERIFIED
RICHARD P. BRINKEH
GLECK GEGUIT COURT

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THIRD AM ... DMENT TO DECLARATION OF RELIRICTIONS

AND LIMITED ASSIGNMENT FOR

MIAMI LAKES LOCH LOMOND EAST

This Third Amendment to the Declaration of Restrictions and Limited Assignment for MIAMI LAKES LOCH LOMOND EAST (the "Third Amendment") is made this 26th day of CMARCE, 1990, by the MIAMI LAKES LOCH LOMOND EAST ARCHITECTURAL CONTROL COMMITTEE (the "Committee"), THE GRAHAM COMPANIES, f/k/a The Sengra Corporation, a Florida corporation ("Developer"), and the MIAMI LAKES CIVIC ASSOCIATION, INC., a Florida corporation (the "Civic Association").

WHEREAS:

- A. Developer executed that certain Declaration of Restrictions dated June 20, 1972, recorded July 18, 1972, under Clerk's file number 72R 160551, in Official Records Book 7806, at Page 285, as amended by that First Amendment to the Declaration of Restrictions dated March 3, 1983, recorded March 10, 1983, under Clerk's file number 83R 059965, in Official Records Book 11722, at Page 1643, and that Second Amendment to the Declaration dated February 1, 1989, recorded February 2, 1989, under Clerk's file number 89R 039134, in Official Records Book 13982, at Page 2973, all of the Public Records of Dade County, Florida, (hereinafter referred to as the "Declaration"), affecting land in Dade County, Florida, described as:
 - All of MIAMI LAKES LOCH LOMOND EAST, according to the Plat thereof, recorded in Plat Book 93, at Page 44, of the Public Records of Dade County, Florida; and
- B. Pursuant to Part B, Paragraph 13 of the Declaration, the Committee has the power to approve plans and specifications for all buildings, structures and improvements to be constructed on the Property and to exercise such further powers and rights as are specified throughout the Declaration wherever the term "Architectural Control Committee" is used; and
- C. The current members of the Committee are Carol G. Wyllie, Carmel Creach, and Peter Thomson; and
- D. Pursuant to Part D, Paragraph 4 of the Declaration, the Committee may, in its sole discretion, modify, amend, derogate, or add to the Declaration; and
- E. The Committee desires to amend certain portions of the Declaration and the Developer desires to assign certain of its rights under the Declaration to the Civic Association, as provided below; and
- F. The Civic Association desires to accept an assignment of rights from the Developer.
- NOW, THEREFORE, in consideration of these premises and for \$10.00 and other valuable consideration, the Developer, the Committee, and the Civic Association agree as follows:
- 1. Developer hereby assigns and transfers to the Civic Association: (1) all of Developer's rights and privileges under Part B, Paragraph 16 of the Declaration (Care and Appearance of Premises); and (2) the right to enforce the covenants contained in the Declaration, as provided in Part D, Paragraph 2 of the Declaration, reserving unto Developer, however, the right of enforcement if the Developer, in its sole discretion, believes such action is necessary, and subject further to the provided and of Paragraph 4 hereof. The Civic Association may not assign any of these rights to a third party without the consent of all members of the Committee. No other rights are assigned from the Developer to the Civic Association. Nonetheless, nothing herein shall affect Developer's right to enforce its rights solely as a landowner.
- 2. The Civic Association hereby accepts the assignment of the rights, powers and interests set forth in paragraph 1 hereof.
- 3. Part B, Paragraph 13 of the Declaration, beginning with the sixth sentence (which provides "the Architectural Control Committee is composed of . . . "), is modified to provide as follows (this modification to Paragraph 13 shall expire as provided in Paragraph 5 below, at which time Paragraph 13 shall automatically

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revert to the language existing immediately prior to this Third Amendment):

- 13. . . . The Architectural Control Committee (the "Committee") shall be composed of three members. Upon the resignation of the existing Committee members, the Developer shall be allowed to appoint one member (the "Developer Member") and the Civic Association shall be entitled to appoint two members ("Association Member 1" and "Association Member 2" or collectively the "Association Members"). The Association Members need not be members of the Civic Association. The initial term of the Developer Member shall be for a period of two years. The initial term of Association Member 1 shall be for a period of one year and the initial term of Association Member 2 shall be for a period of two years. Thereafter, each Committee member shall serve for a two year term. In the event of a vacancy for any reason in the position occupied by the Developer Member, including a vacancy caused by the natural expiration of any member's term, such vacancy shall be filled by an appointee of the Developer. In the event of a vacancy for any reason in the positions occupied by the Association members, including a vacancy caused by the natural expiration of any member's term, such vacancy shall be filled by a subsequent appointee of the Civic Association. Any person who is appointee of the Civic Association. Any person who is appointed to a vacancy created prior to the expiration of a predecessor's term, shall initially serve only the unexpired term of the predecessor. On January 1 of each year, the Committee shall appoint a chairman who shall have such duties as the Committee may designate. The first chairman of the Committee shall be the Developer Member. A majority of the Committee may take any action the Committee is empowered to take. Provided, however, that the Developer Member and at least one Association Members shall not be entitled to any compensation for services performed pursuant to this Declaration. The Developer Member: is used throughout this Declaration, it shall be given the meaning described in this paragraph.
- 4. (a) The following shall be added to, and become Part B, Paragraph 19 of the Declaration:
 - 19. LIABILITY: The Architectural Control Committee and the Civic Association, their members and their successors, shall not be liable in damages to anyone submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of said committee, members, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any plans. Anyone submitting plans to the Architectural Control Committee for approval, by the submitting of such plans, and any owner by acquiring title to any of the property covered by this declaration agrees that such person will not bring any action or claim for any such damages against the Architectural Control Committee or the Civic Association, their members, their successors, or their agents and employees.
- (b) Part B, Paragraph 19 of the Declaration, as set forth in Paragraph 4(a) hereof, shall expire as provided in Paragraph 5 below and, at such time, shall be replaced by the following as Part B, Paragraph 19 of the Declaration:
 - 19. LIABILITY: The Architectural Control Committee, its members and their successors, shall not be liable in damages to anyone submitting plans for approval or to any owner or owner of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of said committee, members, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any plans. Anyone submitting plans to the Architectural Control Committee for approval, by the submitting of such plans, and any owner by acquiring title to any of the property covered by this declaration agrees that such person will not bring any action or claim for any such damages against the Architectural Control Committee, its members,

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and the committee' agents succes, rs, employees.

- 5. The rights assigned to the Civic Association under Paragraph 1 hereof shall automatically revert to the Developer and the amendments to the Declaration made in Paragraph 3 hereof shall become null and void, upon the earlier occurrence of the following:
 - dissolution of the Civic Association, either voluntarily or involuntarily, or the failure of the Civic Association to remain in good standing under the laws of the State of Florida;
 - two years from the date of this Third Amendment, which date may be extended by the written agreement of the Developer, the Civic Association and the Committee;
 - if the Developer and Civic Association fail to agree on an annual budget for the Committee; or
 - if the Committee fails to reasonably and prudently enforce the Declaration as required or fails to reasonably and prudently maintain the architectural standards established by the Developer at Miami Lakes.
- The Committee hereby takes the following action, effective as of this date:
 - Committee member Carmel Creach hereby resigns as a member of the Committee;
 - Committee member Carol G. Wyllie hereby resigns as a (b) member of the Committee;
 - Committee member Peter Thomson hereby resigns as a member of the Committee;

The Committee hereby ratifies these actions.

7. The Developer, pursuant to the provisions of Part B, Paragraph 13 of the Declaration, hereby takes the following action, effective as of this date:

Peter Thomson is appointed as the Developer Member.

- 8. The Civic Association, pursuant to the provisions of Part B, Paragraph 13 of the Declaration, hereby takes the following action, effective as of this date:
 - (a) George Orfely is appointed as Association Member 1;
 - Manny Figueroa is appointed as Association Member 2; (b)
- Except as herein amended, all of the provisions and covenants of the Declaration shall remain in full force and effect.

Executed as of the date first above written.

Signed, sealed and delivered in the presence of :

The Sengra Corporation, a Florida corporation

THE GRAHAM COMPANIES, f/k/a

President

Attest:

MIAMI LAKES CIVIC ASSOCIATION, INC., Florida corporation

Attest // //ir

Secretary

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| Red: 145207834 | 4 0 MIAMI AKES LOCH LOMOND EAST ARCHITECTURAL CONTROL COMMITTEE |
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| Vivian Usbrela | Peter Thomson |
| STATE OF FLORIDA) | |
|) SS: COUNTY OF DADE) | |
| The foregoing instrument | was acknowledged before me this 26th by William E. Craham as Feathers, as Secretary of The le Sengra Corporation, a Florida de corporation. |
| My Commission Expires: MOTARY PUBLIC STATE OF FLORIDA MY CORPASSION EXP AUG 30,1992 SOURCE THAN BENERAL INS UND. | NOTARY PUBLIC, State of Florida [NOTARIAL SEAL] |
| STATE OF FLORIDA) COUNTY OF DADE SS: | · |
| day of $Magc_H$, 1990, | was acknowledged before me this <u>29</u> by <u>C. WAVNE SLATON</u> , as lowsk!, as Secretary, of Miami a Florida corporation, on behalf of |
| My Commission Expires: | NOTARY DUBLIC, State of Florida |
| NOTARY PUBLIC: STATE OF FLORIDA MY COMMISSION TO ANNUE 5. 1291. BONDED THRU NOTARY PUBLIC UNDERWRITERS. | [NOTARIAL SEAL] |
| STATE OF FLORIDA) | |
|) SS: COUNTY OF DADE) | # |
| The foregoing instrument day of March, 1990, by Peter Thomson. | was acknowledged before me this 24 carol G. Wyllie, Carmel Creach and |
| My Commission Expires: | NOTARY PUBLIC, State of Florida |
| NOTARY BUBLIC STATE OF FLORIDA MY COMMISSION EXPLAIS 50,1772 ELANCID THRU SEMERAL INS. UND | [NOTARIAL SEAL] |

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FICHARD P. BRINKER

CLERK CIRCUIT COURT

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FOURTH AMENDMENT TO THE DECLARATION OF RESTRICTIONS MIAMI LAKES LOCH LOMOND EAST PLAT BOOK 93, PAGE 44

TO THE PUBLIC:

Part A - Preamble:

This instrument is executed as of this 30 day of December, 2000, by THE GRAHAM COMPANIES, a Florida corporation (hereinafter "the Developer"), and the Miami Lakes Architectural Control Committee ("the ACC"), acting in accordance with the powers granted unto it by the Declaration of Restrictions, as amended, as to the following land:

All of MIAMI LAKES LOCH LOMOND EAST, according to the Plat thereof, recorded in Plat Book 93, Page 44, of the Public Records of Miami-Dade County, Florida.

It is the intention of the signators below, under their lawful authority, to supercede and replace with this Declaration of Restrictions, any and all covenants and provisions of any and all previously adopted and recorded Declarations of Restrictions as to the above described land which may be inconsistent herewith.

The purpose of this amendment to the Declaration of Restrictions is to add definitions and more detailed and descriptive covenants and provisions which will enhance the clarity and specificity of the restrictions, to add restrictions which experience and time has revealed to be necessary to maintain the high quality of life in Miami Lakes, and to allow a reasonable time for the correction of restrictions violations and non-conformities which may not have been previously enforced or disapproved.

We do hereby, accordingly, by these presents make, declare, and impose upon the said described land the following agreements, conditions, restrictions, limitations, and easements that shall be and constitute covenants running with the land and shall be binding upon the undersigned, its successors and assigns, as well as upon people claiming under it, and each

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and all subsequent purchasers, their heirs, personal representatives, successors and assigns, of said property or any part, parcel, or portion thereof, subject to the provisions of Part D below, to wit:

Part B - Residential Area Covenants

- 1. DEFINITIONS: The following definitions shall be used when construing or interpreting this Fourth Amendment to the Declaration of Restrictions. In the event of any ambiguity, or in construing or interpreting any word not defined herein, the definition given the word by the Florida Constitution, if any, the Florida Statutes, if any, or common dictionary definition of the word shall be applied, in descending order of priority.
- a. Commercial Vehicle: A commercial vehicle is any vehicle which displays, whether temporarily or permanently, any lettering, logo, or other markings which identify the vehicle as belonging to or used for any commercial purpose; and/or any vehicle which appears to be used and designed for transporting cargo, supplies, machinery, tools, equipment, or other items of a commercial nature; and/or any van or truck which does not contain passenger seating to the rear of the driver's seat or which does not have rear side windows and which is used to transport any item for business or commercial purposes; and/or any vehicle manufactured and commonly used as a work or commercial vehicle; or any vehicle for hire.
- b. Trailer: Any motorized or non-motorized vehicle, frame, container or structure designed to be towed or driven on roads and which is used to carry camping or living quarters; any wheeled structure, frame or platform used to carry or tow watercrafts of any kind; any platform, structure or rig used to carry and transport motor vehicles; or any non-motorized container or structure designed to be towed by or placed onto a motorized vehicle and used to carry equipment, materials or other items; any previously wheeled structure, frame, platform or container which has had its wheels removed or disabled.
- c. Structural Modification: Any change made to the original facade, elevation(s), number or location of windows, doors, walls or foundation; any alterations to walkways, embellishments, porches, beams, roof tiles, roof structure, decks, docks, or the size or configuration of any element of the existing building.
- d. Architectural Control Committee: The Architectural Control Committee (the ACC) is a committee of the Miami Lakes Civic Association which consists of 3 to 5 members, who have been assigned the rights and duties by the developer, The Graham Companies, which rights run concurrently with the continuing rights of the developer, to oversee and undertake the application and enforcement of the Declaration of Restrictions and Covenants throughout the Miami Lakes community, and to review and consider for approval any and all proposed changes to the structure, appearance or specifications of any residential building or lot. The ACC shall act under an assignment of the Developer's rights and duties and said rights and duties shall revert to the Developer in the event that the said

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assignment of rights is withdrawn, lapses or expires.

- e. Watercraft: Any boat, dinghy, raft, or other vessel or structure of any size, shape, material or configuration which is designed to float or travel on water and carry or transport one or more persons on water, whether or not motorized.
- f. Lake: A lake is a substantial inland body of water, whether or not connected to a canal or other body of water and all water areas on the plat to the shoreline, whether or not the water area is over a portion of a lot.
- g. Waterfront Lot: A waterfront lot is a lot any portion of which touches the high water mark of a Lake as defined herein, or a lot which has a sea wall beyond which is a body of water.
- h. Single Family: For the purposes of this Declaration of Restrictions and any Covenant running with the land within the deed restricted subdivision of Single Family Homes, a single family shall consist of:
- 1. One person residing alone or with no more than one other person who is unrelated by blood to any other person residing in the home; or
- 2. Two or more persons who are each related to one another by blood within one degree of consanguinity; or
 - 3. A married couple and their children;
- 4. Two persons cohabiting as life partners and any child or parent of one or both of the persons cohabiting; or
- 5. A unit consisting of one and no more persons unrelated by blood to any other person residing in the single family home.
- 2. LAND USE AND BUILDING TYPE RESTRICTION: All lots must be used only for residential purposes by a single family as defined above. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family townhouse dwelling not to exceed two stories in height, except that the tracts being dedicated as parks under the Instrument of Dedication for said subdivision may be used as parks so long as such dedications remain in effect.

No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the subject property nor within any unit, if:

a. in connection therewith customers, clients, suppliers, service providers or patients come to or reside in the unit as a necessary or incidental part of that use; or

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- b. such nonresidential use is otherwise apparent from the exterior of a unit;
- c. The trade, business, professional or commercial activity requires the conspicuous or regular presence of commercial vehicles or other commercial traffic into the subdivision and/or street where the residence is located to pick up or drop off persons or supplies or to perform services connected with said trade, business, profession or commercial activity; and
- d. The nonresidential use interferes with the peaceable enjoyment of the residential street or neighborhood by other residents and/or the nonresidential use creates a nuisance to surrounding residents.

The foregoing shall not preclude (i) the rental of units within the subject property; or (ii) activities associated with the construction and sale of the subject property or any portion thereof.

- 3. CHANGE IN BUILDINGS: No owner shall make or permit any structural modification or alteration in any building except with permits from the applicable local government entity and the prior written consent of the ACC, or its successor or assignee, and consent may be withheld if, in the sole discretion of the party requested to give the same, it appears that such structural modification or alteration would affect or in any manner endanger other townhouse units. No building shall be demolished or removed without the prior written consent of all owners of all other townhouses with which such building was connected at the time of its construction, and also the prior written consent of the ACC, its successor or assignee. The ACC shall have the right, but shall not be obligated to assign all of its rights and privileges under this paragraph to the homeowners association established pursuant to the Declaration of Covenants and Restrictions providing for a compulsory homeowners association which declaration is referred to in Part D, paragraph 6 hereof.
- 4. BUILDING LOCATION: Buildings shall be located in conformance with Section 33-202.3 of the Code of Miami-Dade County, Florida or as originally constructed by The Graham Companies. It is the intention of this paragraph to maintain standards equivalent to those imposed by the Zoning Code of Metropolitan Dade County. Therefore, where a variance as to building location has been granted by the authority to do so under said Zoning Code, said variance is hereby adopted as an amendment to this paragraph and any future variance as to building location shall constitute an amendment of this paragraph. For the purpose of these covenants, corner lots shall be deemed to front on the street where said lot has the shortest dimension, or as otherwise designated by the Architectural Control Committee.
- 5. SIGHT DISTANCE AT INTERSECTIONS: No structure, hedge, shrub or planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area

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formed by the street property lines extended and a line connecting them at points twenty-five (25) feet from the intersection of the extended street lines. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

- 6. FENCES: All fences must be approved by the ACC. No fence, hedge, mass planting, wall or other enclosure shall be erected in the front yard or side yard setback areas, except any as originally installed by The Graham Companies, and/or approved by the Architectural Control Committee. No fence, wall, or other enclosure, hedge, mass planting, shrubbery, tree or other landscaping shall be erected, placed, planted, or allowed to remain on any portion of a lot that would block or obstruct the view of the Lake from any private road or access area (as such term is defined in the Declaration of Covenants and Restrictions referred to in Part D, Paragraph 6. All fences erected within the subdivision shall, at all times, be a maximum height of six (6) feet above the natural grade provided by Developer and shall be consistent and uniform as to color, height, appearance, material and design throughout the subdivision. The frame work for any permitted fence, wall or enclosure shall face the interior of the Lot or the interior of a double faced fence having an identical design on both sides, so that the exterior of such improvement shall have a finished appearance. All existing noncompliant fences which do not meet the specifications set forth herein and which are not now the subject of pending enforcement action, shall be removed by no later than January 1, 2003. All previously approved fences which do not meet the specifications set forth herein shall be removed by no later than January 1, 2005, at which time the existing variance or approval shall terminate.
- 7. CLOTHES LINES AND OUTDOOR CLOTHES DRYING: Clotheslines are not permitted to be erected on any residential property. Clothes or items may not be hung or draped on fences or hung from any tree, object, or structure where they may be visible from adjoining properties, parks, or roads.
- 8. ANTENNAE, SOLAR HOT WATER SYSTEMS, AND SATELLITE DISHES: Only television/F.M. stereo antennae and satellite dishes of an approved size and height shall be allowed. All exterior antennae or aerials shall be placed in the rear yard or patio of the Lot and in such a manner as to be as unobtrusive as possible, and in no event shall exceed a height greater than ten (10) feet above the highest point of the roof of the unit. All plans for the installation and location of a satellite dish or other exterior antennae or other communication equipment or devices must be first approved by the Miami Lakes Architectural Control Committee. Said plans must be drawn to scale and clearly show compliance with Architectural Control Committee guidelines as to size and location, as are from time to time adopted by said committee. Solar hot water systems cannot be visible from the street or sidewalk and must be first approved by Miami Lakes Architectural Control Committee.

9. EASEMENTS: Easements for installation and maintenance of utilities and for installation and maintenance of drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or prevent the installation and maintenance of utilities in the utility easements, or which may change the flow of water through drainage channels in the drainage easements; provided, however, fences that otherwise comply with these restrictions and having Architectural Control Committee approval may be constructed within such easements.

The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for installations for which a public authority or utility company is responsible. The public authority or utility company and The Graham Companies, and their successors and assigns, shall have a perpetual easement for the installation and maintenance (all underground) of water lines, sanitary sewers, storm drains, gas lines for distribution within the subdivision, electric and telephone lines, cables and conduits under and through the utility easements as shown on the plat.

Within thirty (30) working days from the start of construction, any damage caused to pavement, driveways, drainage structures, sidewalks or other structures in the installation and maintenance of such utilities shall be fully restored to the satisfaction of the Architectural Control Committee by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, whether in street rights of ways or utility easements, shall be installed and maintained underground.

All utilities shall be responsible for maintenance and repair of their devices within easements, both mechanically and aesthetically.

"No cuts" markings must be removed upon completion of construction.

- 10. TELEPHONE CONDUIT EASEMENTS: Government approved telephone utility companies, and their successors, shall have an easement for the installation, maintenance, and replacement of telephone service wires and cables within the conduits as originally installed by The Graham Companies under the floor slabs of each group of townhouses.
- 11. LANDSCAPING: Each townhouse lot owner shall be responsible for the maintenance of all landscaping and all planters and other planting areas along the unit and around the lot as originally intended by the developer and all lot owners shall be responsible for the maintenance of all planting areas within their lot, those areas which may divide parking spaces or individual lots, and, the planting area along the perimeter wall which is in front of or adjacent to the lot.
- a. Grass, hedges, shrubs, vines, trees and mass plantings of any type on each lot shall be kept trimmed and free of weeds, dead plant material, garbage and other debris which detracts from the appearance of the townhouse.
 - b. No planters or planting areas may be removed or altered without prior

approval of the ACC. Landscaping shall consist of natural native plant materials including grass, ground cover, flowers, shrubs, hedges, trees and others including xeriscape. Impervious areas will not be considered landscaped.

- c. Landscaping maintenance within common areas, including the regular mowing of grass and trimming of plants shall be the responsibility of all unit owners within the section or the section's homeowners association, if the association expressly assumes that responsibility.
- d. All sprinkler and irrigation systems are to be maintained in good working order at all times and shall be utilized to provide irrigation to the landscape regularly and as often as required to maintain the appearance and health of the grass and plants. The subdivision's Homeowners Association may assume the responsibility of maintaining all sprinklers within the subdivision in working order, or it may assume responsibility for the irrigation system in the common and public areas only.
- e. No building materials of any kind or character shall be placed or stored upon any lot so as to be open to view by the public or neighbors, unless such materials are being used in an on-going ACC approved construction or improvement project upon the lot on which the material is being stored. Within 20 days of the completion of a construction or other improvement project the building materials, tools and equipment used for said project must be removed from the lot.
- 12. HOLIDAY AND EVENT DECORATIONS AND LIGHTING: Holiday and special event decorations and lighting shall be displayed only within a reasonable time prior to and after the holiday or event for which the decorations and lights are displayed. A reasonable time shall be no more than 30 days prior to and no more than 30 days after the holiday or event. For holidays lasting more that one day, the first day of the holiday shall be the date from which the days shall be counted, unless the holiday has a principal day, such as Easter Sunday and December 25th, in which event the principal day shall be the date from which the days shall be counted.
- 13. WINDOW TREATMENTS: Windows of residential property may be covered by any type of window treatment which is in good repair and designed or intended to be a permanent or long term window treatment suitable for the residence. Windows shall not be covered by newspaper, aluminum foil, bed sheets, or any other material not ordinarily designed for or intended to be used for window treatments, for more than a total of ten (10) days, if such material is visible from the exterior of the building.
- 14. EXTERIOR COVERINGS, SIDING AND PAINT. There shall be no real or simulated brick, real or simulated stone, stucco, aluminum, vinyl, T-ll, or other siding materials used on the exterior of the buildings or other structures on any lot without first receiving the written approval of the ACC as to type, color, and texture of the material. All

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paint used on the exterior body of any residence shall be subdued in tone. Colors should be used to harmonize with the natural environment of the subdivision and should be soft and unobtrusive. No more than one paint color may be used for the body of each residence and no more than two (2) accent trim colors. The exterior of all buildings and units in this subdivision must be painted in the same color unless otherwise approved by the ACC.

- 15. ROOFS: All buildings shall have cement or clay tile roofs, except that flat roofs, where approved, may be built with other materials, provided that they are first approved by the Architectural Control Committee. All townhouses within the subdivision shall have roofs which are of the same approved color, material and design.
- 16. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 17. TEMPORARY STRUCTURES AND STORAGE SHEDS: No structure of a temporary character, or trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No storage shed of any kind or size shall be placed on any lot at any time, either temporarily or permanently except as may have been originally installed by the developer.

All existing non-compliant structures which do not meet the specifications set forth herein and which are not now the subject of a pending enforcement action, shall be removed by no later than January 1, 2003. All previously approved structures which do not conform to the requirements set forth herein shall be removed by no later than January 1, 2005.

- 18. STORAGE ADDITIONS: All structures used for storage purposes must be approved by the ACC, must be attached to and constructed and finished to match the existing residential building and must comply with all building and zoning requirements for their safety and soundness for that use.
- 19. PLAYGROUND EQUIPMENT, FORTS, PLAYHOUSES, GAZEBOS AND OTHER SIMILAR CONSTRUCTED ELEMENTS: Playhouses, gazebos and forts, basketball backboards and other similar playground and sports equipment are considered structures and shall be approved by the Committee before they are installed or erected and shall otherwise comply with the same requirements as apply to other structures as set forth in Part B, Paragraph 25, "Construction and Modifications Plan Review" of this Declaration. All games, toys and play apparatus which remains outdoors for more than three days shall be located at the rear or side of the dwelling, so as not to be visible from any street.
- 20. SIGNS: No signs, posters, billets, announcements or banners of any kind shall be displayed to the public view on any lot except: (a) one (1) sign of not more than one (1) square foot used to indicate the name of the resident; (b) and only one sign of not more than eighty (80) square inches in size advertising the property for sale or for rent with a maximum

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- of two (2) hangers, each measuring not more than four (4) inches in height and no wider than the principal sign.
- 21. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the subdivision, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in the subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any portion of the land subject to these restrictions.
- 22. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept. No animals of any kind may be kept, bred, or maintained for any commercial purpose or in excessive numbers. All pets shall be maintained in a quiet and orderly fashion so as to not disturb other lot owners. Pet owners shall comply with all governmental regulations concerning the proper care, maintenance, licensing, and control of their individual pets.
- 23. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot, provided that a central sewage disposal system is being operated in accordance with the requirements of the Florida Division of Health or any other governmental regulatory body having jurisdiction over said central system.
- 24. WATER SUPPLY: No individual water supply system shall be permitted on any lot, except for use in air conditioners, swimming pools and sprinkler systems; provided that a central supply system is being operated in accordance with the requirements of the governmental body having jurisdiction over said central system.
- 25. CONSTRUCTION AND MODIFICATIONS PLAN REVIEW: Any and all proposed changes or modifications to the exterior appearance of the landscaping, lot coverage of plant materials, structure or improvements of any lot must be approved by the Architectural Control Committee before they are made.
- a. No dwelling, structure, building, wall or other improvement of any nature, including exterior additions, changes or alterations, and landscaping, shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location, nature, kind, shape, color, height, and material of the structure or improvement proposed to be erected, installed, constructed or otherwise modified have been approved in writing by the Architectural Control Committee (as defined in this declaration). Each building, wall or other structure or improvement of any nature shall be erected, placed, or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. The plans submitted to the ACC shall include specifications in regards to topography, finished grade elevation and lot coverage. The ACC may require that the plans

and specifications shall include a site plan, tree survey, landscape plan, sidewalk construction, exterior elevations, paint colors, roof tile samples exterior materials samples and other descriptions which may be necessary to fully describe the improvement or other modification sought to be made. Any change in the exterior appearance of any building, wall, other structure or improvement, any change in the finished ground elevation or composition, and any change in the number, type and size of trees within a lot shall be deemed an alteration requiring approval.

- b. The plans, specifications, and location of all contemplated improvements and modifications shall be in accordance with the terms hereof and shall meet the requirements of all applicable local codes and ordinances of the local governing agency issuing permits for construction or land alterations in effect at the time the approval is sought from the ACC. The ACC shall have the right, in its sole discretion, based upon these covenants and restrictions, to approve or disapprove/reject any improvements or modifications on any lot within the subject subdivision, including, but not limited to buildings, fences, walls screened enclosures, awnings, gradings, floor elevations, drainage plans, mailboxes, solar energy devices, satellite dishes, posts, antennae, fountains, decorative building features, landscaping plan, landscape device or object, yard decorations, or other improvements, whether as new construction or additions, modifications, or alterations to lots. Disapprovals/rejections may be based on any ground, including purely aesthetic grounds, which in sole and uncontrolled discretion of said ACC seem sufficient and in the best interests of the residents of Miami Lakes.
- c. The Architectural Control Committee shall have the power to set fees to be paid by any and all lot owners proposing to make a change, addition or other modification to the exterior appearance of a lot, such as to the landscaping or any part of the structures thereon. Any lot owner applying for a modification approval or variance shall pay an application processing fee set by the ACC. The amount of the fee, which shall be payable at the time of the submission of the plans and application, shall not exceed \$200.00 per application. Said fee shall be non-refundable. A schedule of fees shall be maintained by the ACC, taking into consideration the anticipated cost of reviewing the plans and investigating the appropriateness of the type of modification being sought.
- d. The ACC shall notify the Applicant Lot Owner, in writing, within thirty (30) days of its receipt of all of the required documents and evidence, of the ACC's approval or disapproval of any proposed improvement, addition or modification for which a lot owner has sought the ACC's permission.
- e. In the event that any required approvals are not obtained prior to the commencement of improvements, or in the event that improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or breach of this Declaration has occurred. A fine of \$50.00 per occurrence, per week, shall be assessed against the Lot and shall accrue with interest at the rate of twelve percent

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- (12%) per year until the fine is paid and either approval is obtained or the violations are removed or corrected to comply with this declaration and the requirements of the ACC.
- f. Once a construction or modification project is commenced, it shall be completed within a reasonable time, taking into consideration the time required for the processing of building permits, inspections and delays caused by weather conditions, strikes or other similar circumstances beyond the control of the lot owner. No construction or modification project may be abandoned, suspended or postponed after the modifications have been commenced unless the lot can be restored to its prior condition and the approval of the ACC has been obtained.
- 26. MIAMI LAKES ARCHITECTURAL CONTROL COMMITTEE: The ACC shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of paragraph 25 and this paragraph.
- a. The ACC shall be composed of five members. The Developer shall be allowed to appoint two members who may or may not be residents or owners of residential property within a Miami Lakes development (the "Developer Members"). The Civic Association shall be entitled to appoint three members, each of whom must be an owner of residential property within a Miami Lakes development. Each ACC member shall serve for a two year term. In the event of a vacancy for any reason in the position occupied by the Developer Members, including a vacancy caused by the natural expiration of any member's term, such vacancy shall be filled by a subsequent appointee of the Developer.
- b. In the event of a vacancy for any reason in the positions occupied by the Association members, including a vacancy caused by the natural expiration of any member's term, such vacancy shall be filled by an subsequent appointee of the Civic Association. Any person who is appointed to a vacancy created prior to the expiration of a predecessor's term, shall initially serve only the unexpired term of the predecessor. On January 1 of each year, the ACC shall appoint a chairman who shall have such duties as the ACC may designate.
- c. A majority of the ACC may take any action the ACC is empowered to take. Provided, however, that at least one Developer Member and at least two Association Members must approve any modification, amendment, derogation, or addition to the Declaration.
- d. The ACC members shall not be entitled to any compensation for services performed pursuant to this Declaration. Whenever the term "Architectural Control Committee" or (ACC) is used throughout this Declaration, it shall be given the meaning described in this paragraph.
- 27. LIABILITY: The ACC, the Miami Lakes Civic Association, their individual members and their successors, while performing any act for, on behalf of, or in their official

capacity and member or successor, shall not be liable in damages to anyone submitting plans, proposals, or other applications for approval, or to any owner or owners of any real property covered by this instrument by reason of mistake, error of judgment, negligence or non-feasance of said committee, individual members, their successors, agents, or employees, arising out of or in connection with: a) any action or decision taken, any communication made, or any failure to act by them with regard to the enforcement, application, or interpretation of this instrument, the enforcement, application or interpretation of any amendment thereto, or the enforcement, application or interpretation of any law or ordinance of any governmental body; b) any application or plan submitted for approval.

Any person submitting plans to the ACC for approval, by submitting such plans, and any owner, by acquiring title to any property covered by this declaration hereby agrees that such person will not bring any legal or other action or claim for damages, injunctive relief, declaratory judgment, restoration, restitution or other remedy recognized by law against the ACC or the Civic Association, their individual members, their successors, their agents, representatives and/or employees.

- VEHICLES: In order to maintain the high standards of the subdivision with respect to residential appearance, no commercial trucks or other commercial vehicles; vans, campers, recreational vehicles, motor homes, house trailers, boat trailers and trailers of every other description "as defined herein" whether operable or inoperable, shall be permitted to be parked or to be stored at any place on any lot, common area or right of way within the subject subdivision. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles during the performance of commercial services. (see attached definitions). Marked and unmarked law enforcement "take home" vehicles may be permitted to be parked in driveways or parking spaces, at the discretion of the ACC.
- 29. LAKES AND ADJOINING LOTS: As to all of the lots which are waterfront lots, and as to the body of water designated on the plat as "Lake", the following restrictions shall be additionally applicable:
- a. No boathouse, dock, wharf, seawall, or other structure of any kind shall be erected, placed, altered, or maintained on the shores of "Lake" as shown on said Plat, unless the construction plans and specifications and a plan showing the location of the structure have been approved by the ACC as to quality of workmanship and materials, harmony of exterior design with existing structures, location with respect to topography and finish grade elevation, and as to desirability per se. It is the intention of this instrument to authorize the committee in its sole discretion to approve or disapprove any such boathouse, dock, wharf, seawall, or other structure on purely aesthetic grounds or any other grounds or for the reason that there should be no such boathouse, dock, wharf, seawall, or other structure on the waterfront except incorporated as part of the developers original design. The ACC shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

- b. No powerboat or other mechanically powered water craft or device propelled by other than manpower or sail shall be used or operated on "Lake", unless authorized by the ACC, which may prescribe rules and regulations governing such use or operation.
- c. Shoreline contours of "Lake" and the lots above or below water may not be changed without the written approval of the ACC. No lot shall be increased in size by filling in the water upon which it abuts.
- d. "Lake" includes all of such water areas on the plat to the shoreline, whether or not the water area is over a portion of a lot. The term "waterfront lots" includes all lots any part of which lot touches the high water mark of "Lake".
- 30. WATERCRAFT: No watercraft of any kind may be stored within any lot or unit of the subject subdivision. No boats or other watercraft may be stored on porches, driveways, front yards, side yards, back yards or any other part of any residential property, whether or not they are visible from the front of the property, except that owners of lakefront properties may keep no more than two lake use approved watercrafts on their lakefront/shoreline. Any washing, repairs, maintenance, preparation or other service done to the watercraft at a residential property detracts from the peace, tranquility and neat appearance of the residential area and is strictly prohibited.
- 31. GARBAGE AND TRASH DISPOSAL: No garbage, trash, refuse, rubbish, or recyclables shall be deposited or kept on any lot except in a suitable sturdy container. Such container shall not be visible from any point on the front lot line, or from the lake or golf course, as applicable. Corner lots shall also not have garbage, trash, refuse, rubbish or other debris and discards, including recyclables, visible from the side yard which faces the street. Garbage, trash, refuse, rubbish or recyclables may be placed in the collection area in front of the townhouse for collection no earlier than 6:00 p.m. the night prior to the designated collection day. Containers for garbage, trash, refuse, rubbish and recyclables must be removed from the collection area by no later than 7:00 p.m. on the collection day.
- 32. CARE AND APPEARANCE OF PREMISES: The structures and grounds on each building lot shall be maintained in a neat, safe, sound, watertight and attractive manner.
- a. Upon the failure of a lot owner to keep the lot in a neat, safe, sound, watertight and attractive manner, The ACC may, at its option, after giving the owner ten (10) days' written notice sent to his last known address, have the grass, weeds and vegetation cut, when and as often as the same is necessary in its judgment, and have dead trees, shrubs, and plants removed from any lot, and re-sod any lot, and replace any landscaping at their option. Upon the owner's failure to maintain any structure watertight, safe, sound, and in good repair and appearance, they may, at their option, after giving the owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a

reasonable and workmanlike manner. The ACC or association shall assess the owner of such lot for the cost of any work as required above.

- b. To secure payment of the assessment, the ACC shall have a lien upon such building lot enforceable as herein provided. Upon performing the work herein provided, the ACC shall be entitled to file in the Public Records of Miami-Dade County, Florida, a notice of its claim of lien by virtue of this contract with the owner. Said notice shall state the cost of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as mortgages.
- c. The amount due and secured by said lien shall bear interest at twelve percent (12%) per annum from the date of recording said notice of lien, and in any action to enforce payment Grantor shall be entitled to recover costs and attorney's fees for filing the lien claim, and for any action to enforce the same, including, without limitation, appeals.
- d. The liens herein provided shall be subordinate to the lien of any mortgage encumbering any lot to any institutional lender; provided, however, that any such mortgagee when in possession and any purchaser at any foreclosure sale, and all persons claiming by, through or under such mortgagee or purchaser, shall hold title subject to the obligations and liens herein provided.
- e. The liens herein provided shall also be subordinate to the liens of the compulsory homeowners' association established pursuant to and obtaining liens by reason of the Declaration of Covenants and Restrictions originally executed by The Graham Companies, referred to in Part C, Paragraph 2. Grantor shall have the right but shall be obligated to assign all of the Grantor's rights and privileges under this paragraph 30 to the homeowners' association established pursuant to such Declaration of Covenants and Restrictions.
- f. When it is necessary for all townhouse units within a common cluster to take any action in order to secure the neatness, soundness, safety, attractiveness and watertightness of a majority of the units within the cluster, or in order to otherwise bring a majority of the units into compliance with this paragraph, each unit owner shall be responsible for participating in or cooperating with the corrective action.
- 33. UTILITY SERVICES: All buildings on all lots must be served by underground utilities to the extent that such services are provided.
 - 34. DRAINAGE: No changes in elevations or composition of the land shall be made

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which will cause surface water to flow onto an adjoining property.

- 35. PERIMETER WALL: No changes, alterations, or modifications of any kind shall be made to the perimeter wall surrounding the Properties without the prior written approval of the Architectural Control Committee, as set forth in Paragraph 22 hereof.
- 36. ILLEGAL AND COMMERCIAL ACTIVITIES PROHIBITED: The following non-residential uses of the townhouse shall be prohibited:
- a. No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted upon any portion of the residential property nor within the unit, if in connection with that use or for a commercial purpose, any common carriers, customers, clients or patients come onto the residential property or the road adjacent to the property. Any business, commercial activity or other non-residential use of the residential property which is apparent from the adjoining road, adjoining properties or parks and which is visible from the exterior of the property is prohibited even if no customers, clients or patients come onto or near the property.
- b. Garage sales, estate sales, moving sales and yard sales shall not be deemed commercial activities and will be permitted, so long as they are conducted on the residential property no more than two days one time per calendar year, per home, regardless of any change in ownership throughout the one year period.
- 37. TOP OF SLOPE LINE (SURVEY TIE LINE)/ SEA WALL: No building, wall or other structure shall be built, erected, placed, altered or extended beyond the top of the slope line or sea wall (e.g., the survey tie line shown on the plat), except for certain open structures (such as gazebos, decks and walkways), which may be allowed if they comply with Architectural Control Committee established guidelines and receive the prior written approval of the Architectural Control Committee is obtained for such structures. In addition, the slope line shall not be altered by adding or removing fill or by erecting retaining walls. Any existing building or structure erected beyond the slope line of any residential property, and any alteration to the slope line of any residential property within Miami Lakes which has not been approved by the ACC shall be removed and restored to its original condition and appearance by January 1, 2003 unless the approval of the ACC is applied for and obtained before that date.
- 38. PARKING OF MOTOR VEHICLES: Motor vehicles of any kind shall be parked only in areas designated under the survey for such purposes. Parking is prohibited in common access areas, right-of-ways, center islands of cul-de-sacs and non-paved areas. Unlicenced vehicles, inoperable vehicles or vehicles under repair may only be placed and kept on a lot in a closed garage.
 - 39. GARAGE DOORS: All garage doors shall be maintained in a closed position

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when not in use to ensure the attractive appearance of the property and to safeguard the occupants of the home and their property.

- 40. AWNINGS AND PATIO ENCLOSURES: Patio and terrace enclosure covers and awnings covering patios of the townhouses must be made of fabric such as coated canvas or vinyl and must be uniform in color, pattern and design. All fabric coverings, regardless of whether they cover a screened or windowed enclosure or are open underneath must have the same height and pitch as the other townhouses in the subdivision. Townhouses where striped canvas or vinyl is selected as the pattern and design of the awnings must keep the same pattern and stripe width for every townhouse. The awnings must be regularly maintained and must be promptly cleaned or replaced when they become encrusted with mold, fungus, soil or any other matter which detrimentally affect their appearance, or when they become discolored by their exposure to sun. Any awnings which become torn or which are removed for any reason, must be replaced within thirty (30) days of the their becoming torn or being removed. Any torn awning which can be repaired need not be replaced if the repair does not detrimentally affect its original appearance and function. Any awning or patio enclosure which does not comply with the standards set forth herein must be brought into compliance by January 1, 2003.
- 41. ENTRANCE WAY ROOFS. Any roof or covering constructed over the entrance way to any townhouse in this subdivision shall be flat and shall have a minimal exposure from the common and/or public areas and shall be approved by the ACC. All roofs which do not comply with the standards set forth herein or which have not been approved by the ACC shall be removed by no later than January 1, 2003 unless an application for approval is made and approval is granted by the ACC prior to said removal deadline.
- 42. AIR CONDITIONING UNITS. Air conditioning for any and all units within the subdivision shall be provided by central air conditioning units which shall be placed where originally intended by the developer and shall be screened, landscaped and/or covered so as to keep it from being visible from the front or side streets adjoining the lot. No window or wall air conditioning units shall be permitted in any addition or new improvements located within the subdivision. Any air conditioning units which are mounted on the roof of any building must be surrounded with decorative screening which hides the unit from public view.

Part C - PARTY WALL COVENANTS

- 1. Each wall built as part of the original construction of the single-family townhouse dwellings upon said described land and placed on the dividing line between the lots thereof shall constitute a party wall, and each owner shall own that portion of the wall which stands on his own lot, with a cross-easement of support in the other portion.
- 2. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the owners who make use of the wall.

Part D - GENERAL PROVISIONS

- 1. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of a two-thirds (2/3) majority of the lots in the described property, has been recorded, agreeing to change said covenants in whole or in part, and unless modified, amended or derogated by the ACC as provided for in Paragraph 22 above.
- 2. ENFORCEMENT: The Developer and the ACC have the statutory authority to enforce the Declaration of Restrictions, and the Rules and Covenants applicable to all residences within Miami Lakes, as well as all rules and covenants of the associations governing the residences. Each association and each individual member of the associations have the authority, by law, to enforce the Declaration of Restrictions and the Rules and Covenants of each association. The Developer, the ACC and the Associations may seek enforcement of the above stated documents governing the residential properties within Miami Lakes as follows:
- a. The Developer and/or the ACC may impose fines, not to exceed the statutory maximum per violation in force and effect at the time of the violation, against any homeowner, tenant or guest of a property violating the rules or the governing document. At the time of the recording of this declaration the maximum fine allowed by law is \$50.00 per violation. Upon the fining entity's election to impose a fine as a means to enforce the governing documents and rules, the fining entity shall present to the alleged violator, by certified mail, return receipt requested, by courier, or by hand delivery, written notice of the alleged violation of the governing documents and written notice of a hearing to be held no less than 14 days thereafter. At the hearing, the alleged violator shall be afforded an opportunity to be heard on the issues. The hearing shall be held before a fines committee of three or more Miami Lakes development homeowners who may or may not be members of the Association governing the subdivision in which the property is located. Said committee shall be appointed by the ACC. The committee for the hearing must not be officers, directors, or employees of the Developer, the ACC, or the subdivision Association, or the spouse, parent, child, brother, or sister of an officer, director or employee of the Developer, the ACC, or the subdivision Association. A majority of the committee must affirmatively vote to impose the fine.
- b. The Developer or the ACC, their successors or assigns, may choose to enforce the rules and governing documents of Miami Lakes residential properties by proceedings in court against any person or persons, or other entity violating, attempting to violate, or threatening to violate any covenant, rule or restriction contained herein. The party or parties bringing such action may seek any type of legal and/or equitable relief available

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under the law. The covenants may also be enforced by any owner of a lot in Miami Lakes, or by the compulsory homeowners association in which the property is situated if any is in full force and effect under the laws of the State of Florida. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall such failure to enforce or act indicate an intention of the Developer, the ACC, its successors, assigns, and/or the compulsory homeowners association to abandon such covenants or restrictions, nor shall such failure act to estop the Developer, the ACC, its successors, assigns or the compulsory homeowners association from enforcing any covenant or restriction contained herein. In the event that legal action is taken to enforce these covenants, rules and restrictions as herein provided, the Developer, the ACC, its successors, assigns, the compulsory homeowners association, the homeowner bringing the action, or any other party, if such party shall prevail, shall be entitled to recover all costs and expenses reasonably incurred. Said costs and expenses shall include, but not be limited to, reasonable attorney's fees, legal assistant's fees, fees actually incurred, court costs and all such costs for appellate review, if necessary.

- c. Any amount awarded to the Developer, to the ACC or to the compulsory homeowners association after a committee hearing or a legal proceeding in court by way of a ruling, final order or judgment, and any legal costs, attorney's fees or expenses incurred by the Developer, by the ACC or the compulsory homeowners association shall be deemed and shall constitute an assessment, as defined by statute, against the property which is the subject of the violation and legal action. The Developer, the ACC or the compulsory homeowners association may file a claim of lien against any property against which a fine has been assessed by the violations enforcement committee if the fine imposed is not paid within the time allowed by the committee for the payment of said fine. The Developer, the ACC and the compulsory association may also file a claim of lien against any property which is the subject of a legal action in which a judgment has been rendered in favor of the any or all of them and in which attorney's fees, costs, or other compensation or damages have been awarded to any or all of them. Additionally, upon being recorded in the public records of Miami-Dade County, Florida, the final order or judgment entered against a homeowner, tenant, or guest of said property shall create a lien against the subject property which is subject to foreclosure in the event of non-payment or other failure to satisfy the order or judgment.
- 3. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.
- 4. ADDITIONAL RESTRICTIONS: The Developer and/or the Architectural Control Committee may from time to time, in its sole discretion, modify, amend, derogate, or add to this Declaration of Restrictions.
- 5. WAIVER: The Developer and/or Architectural Control Committee may waive, upon application being made to it, any one or more of the foregoing conditions, restrictions, limitations, or agreements, with respect to any designated lot or lots, upon finding such

waiver would not be detrimental to the subdivision as a residential area of high standards, but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be a waiver of any such condition, restriction, limitation, or agreement with respect to any other lot.

- 6. CUMULATIVE EFFECT: All the provisions of this Declaration of Restrictions shall be deemed cumulative and in addition to provisions of the Declaration of Covenants and Restrictions providing for a compulsory homeowners' association for the subdivision, which instrument is to be recorded.
- 7. APPLICABILITY TO "P" TRACTS: Until the termination of the dedication and reversion of the "P" (Public Access) Tracts on the Plat of Miami Lakes, nothing (except as hereinafter noted) contained in this instrument shall apply to said Tracts, which have been dedicated to the perpetual use of the public for parks; provided, however, that the provisions of Part B, Paragraph 9 hereof are and shall be applicable. Upon such reversion, said Tracts shall be subject to all of the terms and conditions of this instrument, subject to such amendments as may be made by the Architectural Control Committee, at such time so that, in its sole discretion, such Tracts may be utilized as building sites.

IN WITNESS WHEREOF, The Graham Companies and the Miami Lakes Architectural Control Committee have caused this instrument to be executed as of the day of December 2000.

Patricia A. Jones
C. Wayne Slaton

Patricia A. Jones

Cayne Slaton

Patricia A. Jones

C. Wayne Slaton

C. Wayne Slaton

C. Wayne Slaton

C. Wayne Slaton

Signed in the presence of:

By: George

Manny Figueroa

Architectural Control Committee

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| | THE GRAHAM COMPANIES |
|---|--|
| Patricia A. Jones C. wayne Slaton C. wayne Slaton | By: Dul A. L. Carol G. Wyllie, Evec. V. P. Attest: |
| STATE OF FLORIDA } ss. | |
| COUNTY OF MIAMI-DADE } | |
| 2000, by Keter Thomson, M. Carolo. Wylie, Free V. P., who are Driver Licenses identifying them to be the | cknowledged before me, this day of <u>December</u> anny Figueroa George P. Orfely, and all personally known to me or who provided Florida ne same, in their authorized capacities on behalf of the |
| Graham Companies, and the Miami L | akes Architectural Control Committee. |
| OFFICIAL NOTARY SEAL AMELI PADRON-FRAGETTA COMMISSION NUMBER CC687324 MY COMMISSION EXPIRES OFFIC OCT. 7,2001 | Notary Public, State of |

My commission expires:

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA, RECORD VERIFIED HARVEY RUVIN CLERK CIRCUIT COURT